

**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
October 8, 2013
Meeting to Commence 7:30 PM
Closed Executive Session 6:45 P.M.**

CLOSED/EXECUTIVE SESSION:

Motion to move into Executive Session as provided for by Resolution No. 15-2013 adopted on January 2, 2013 and posted on the bulletin board in the Municipal Building:
The Mayor and Council will go into a Closed /Executive Session for the following:
Litigation/Attorney Client Privilege

- a. Montvale Public Employees Association vs. Borough of Montvale

Minutes to be disclosed as per the Open Public Meetings Act upon approval of minutes.

ROLL CALL:

Councilmember Cudequest	Councilmember LaMonica
Councilmember Curry	Councilmember Lane
Councilmember Ghassali	Councilmember Talarico

ORDINANCES:

None

MEETING OPEN TO PUBLIC:

Agenda Items Only

MEETING CLOSED TO PUBLIC

Agenda Items Only

Governing Body's Acknowledgement/Review/Best Practices Inventory/Results/Discussion:

(Kenneth Sesholtz, CMFO)

MINUTES:

September 24, 2013

RESOLUTIONS:

- 172-2013 Authorize Payment #2 Final Payment/Memorial & LaTrenta Sports Courts Improvements/Sita Construction Co. Inc.
- 173-2013 Authorize Hiring / Part Time On Call / Crossing Guard /Jean Turi
- 174-2013 Settlement Agreement / K. Hovnanian North Jersey Acquisitions, LLC v. Planning Board of the Borough Montvale

BILLS:

REPORT OF REVENUE:

COMMITTEE REPORTS:

ENGINEER'S REPORT:

Andrew Hipolit
Report/Update

ATTORNEY REPORT:

Philip Boggia, Esq.
Report/Update

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

- a. Request Memorial School PTO Truck-or-Treat/Halloween/10/27-2-4 p.m./Memorial Drive
- b. Request Permission to Attend NJ League of Municipalities Conference / Nov 18-19
 - Cindy Petersen
- c. Proposed Installation / Flashing Signs / Spring Valley Road / Discussion

COMMUNICATION CORRESPONDENCE:

None.

MEETING OPEN TO THE PUBLIC:

HEARING OF CITIZENS WHO WISH TO ADDRESS THE MAYOR AND COUNCIL:

Upon recognition by the Mayor, the person shall proceed to the floor and give his/her name in an audible tone of voice for the records. Unless further time is granted by the Council, he/she shall limit his/her statement to five (5) minutes. Statements shall be addressed to the Council as a body and not to any member thereof. No person, other than the person having the floor, shall be permitted to enter into any discussion, without recognition by the Mayor.

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT The next Meeting of the Mayor and Council will be held October 29, 2013 at 7:30 p.m.

*******Disclaimer*******

Subject To Additions And/Or Deletions

Maureen Iarossi

From: ksholtz@comcast.net
Sent: Tuesday, October 01, 2013 5:19 PM
To: Maureen Iarossi
Cc: Fran Scordo
Subject: BOROUGH OF MONTVALE - AGENDA 10/8/13 (BEST PRACTICES INVENTORY)
Attachments: BEST PRACTICES INVENTORY.pdf

Fyi (LFN 2013-20):
Governing Body Acknowledgement:

As for the governing body's acknowledgement, the completed form must be an agenda item for discussion at a municipal governing body meeting. In contrast to last year's process, the Municipal Clerk must certify on the worksheet that the Inventory and the results thereof were discussed publicly, with the inventory results and the certification of same by the chief administrative and financial officers referenced in the meeting minutes.

Best Practices Worksheet CY 2013/SFY2014

Montvale Borough (Bergen)			
0236		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
Answer	Question	Comments	
General Management - GM			
1	Yes	Sharing services has been promoted for many years as a means to control costs. In addition to sharing resources such as labor, facilities and equipment with a county or with neighboring communities, shared services include similar agreements with school boards, independent authorities and fire districts. Shared services do not include cooperative purchasing, cooperative pricing or commodity resale agreements. Did your municipality actively negotiate (i.e. meet with representatives from a neighboring town, your county or another local unit) and/or enter into at least one new shared service agreement in the preceding year?	
2	Yes	Has your municipality reviewed its policies and staffing requirements for providing traffic safety around utility and construction work, and implemented policies to assure that the most efficient and cost-effective approach is taken? Traffic safety policies for utility and construction work should balance the interests of public safety with those of controlling costs. For example, uniformed police officers controlling a cul-de-sac may be excessive; while parking a policeman in a patrol car on a major highway to act in lieu of a "crash truck" may be insufficient and could endanger the officer. An appropriate traffic safety plan should include parameters governing when police officers, flag men and safety apparatus are used in different circumstances.	
3	Yes	Has your municipality adopted a vehicle use policy prohibiting personal use of municipal vehicles, and providing that employees authorized to use such vehicles for commuting to/from work have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS)?	
4	No	Has the appropriate administrative official reviewed the <u>State Comptroller's June 25, 2013 Report</u> with respect to local government legal fees, and does your municipality follow the best practices outlined in the checklist annexed as an Appendix to the report?	

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5	No	Municipalities and their agencies are allowed to prohibit the award of public contracts to business entities that have made certain campaign contributions exceeding \$300 and to limit the contributions that the holders of a contract can make during the term of a contract to \$300. A model ordinance concerning pay-to-play can be found at http://www.nj.gov/dca/divisions/dlgs/resources/muni st docs/ pay to play ordinance-contractor.doc . Has your municipality adopted a pay-to-play ordinance pursuant to N.J.S.A. 40A:11-51 that is more restrictive than state statutory requirements?	
6	Yes	Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget including the full adopted budget for current year when approved by governing body; most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; easily accessible contact information for elected and appointed officials, municipal administrator or manager, municipal clerk, police chief, municipal court administrator and all department heads; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?	
7	Yes	Does your municipality require its elected officials to attend on an annual basis at least one instructional course, approved for continuing education credit by DLGS, covering the responsibilities and obligations of elected officials (for example: ethics, municipal finance, labor relations, risk management, shared services, purchasing, land use administration, personnel, technology etcetera)? This item may also be satisfied through in-house education provided by a professional, vendor or staff member provided they have significant expertise in their profession and routinely prepare public presentations.	
8	Yes	Are ordinances codified on an annual basis, with both the code and any uncodified ordinances (including salary ordinances) made available online?	

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9	N/A	With regard to your municipality's collective bargaining agreements that replaced contracts expiring on or after 1/1/11, is the overall impact of the aggregate economic costs limited to an average increase of 2% or less per year over the contract term? An example of such analysis can be found on the " <u>PERC Summary Form; Public Sector; Non-Police and Non-Fire; Section V Impact of Settlement</u> " and " <u>PERC Summary Form; Police and Fire; Section VII Impact of Settlement</u> "	The Collective Bargaining Agreement expires 12/31/2016.
Financial Standards & Procurement - FS			
10	Yes	Internal accounting control processes, procedures and authorizations are designed to safeguard assets and to limit the risk of loss or misstatement. Does your CFO evaluate and discuss this risk assessment annually with your governing body or an appropriate subcommittee of the governing body (such as the Audit or Finance Committee) with a focus on developing accounting control processes, procedures and authorizations designed to limit the risk of loss or misstatement?	
11	Yes	An accounting policy manual documenting all internal accounting control processes, procedures and authorizations is of great value for staff to understand these safeguards. Are internal accounting control processes, procedures and authorizations documented and communicated to staff?	

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12	Prospective	<p>With respect to note sales, proper disclosure and communication with potential bidders can yield optimal results for a municipality. Knowing when to sell on a negotiated or competitive basis, aggregating note sales as much as possible, along with casting a "wide net" to attract the maximum number of bidders for a competitive note sale, is critical to achieving the lowest possible interest rate. Is your municipality doing all of the following: 1) comparing any negotiated proposals with actual market data to assess whether a competitive sale is more optimal; 2) marketing note sales beyond publishing the notice required by N.J.S.A. 40A:2-30 and beyond displaying a notice on your municipal website; 3) consolidating note sales to a single sale per year, unless unexpected circumstances lead to an unavoidable need for a second sale; 4) issuing a prospectus, official statement or other document to potential lenders disclosing all material financial and budget information; and 5) refraining from conducting competitive note sales around the time of major holidays (such as, but not limited to, the period between Christmas and New Year's Day) except only in those circumstances where notes are coming due and need to be renewed?</p>
13	Yes	<p>Changes in energy markets could potentially offer substantial savings for local governments. <u>Local Finance Notice 2012-12</u> provides important guidance on the competitive procurement of energy. Has your CFO, head purchasing official or other appropriate municipal official evaluated and discussed with your governing body (or an appropriate subcommittee thereof) whether the cooperative or competitive procurement of energy would benefit your municipality?</p>
14	Prospective	<p>Having a Finance Committee can provide an efficient means to represent the governing body by performing in depth research, plans and reviews in fiscal areas such as audit, budget and accounting workflow rules, as well as evaluating vendor, professional and labor contracts. Does your municipality have a Finance Committee made up of at least one governing body member, the chief administrative officer, CFO, head purchasing agent and other appropriate personnel, as may be needed, that meets at least monthly and discusses all significant financial issues?</p>

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15	No	Audit findings address areas needing improvement. Ignoring these findings devalues the process; therefore, municipalities should correct noted deficiencies. Have all audit findings from the 2011 audit been 1) identified in the corrective action plan and 2) addressed such that they are not repeated in the 2012 audit? If the answer is no, please list the repeat findings in the comments section and, upon appeal by the municipality, the Director shall determine based on the comment(s) whether the finding(s) is/are sufficiently material to warrant a "no" answer.	The audit of the Affordable Housing collections revealed instances where the developer fees were calculated incorrectly from the fee ordinance.
16	Yes	The CFO should be capable of preparing the annual financial statement, annual debt statement and budget schedules. Excessive auditor assistance on these documents could create a perception that the auditor is not truly independent of the client in auditing the client's financial statements. At a minimum, each CFO should prepare balanced and reconciled financial records including books of original entry, general ledgers, subsidiary ledgers and other computer reports that accurately analyze and reflect the municipality's financial position. These records should have sufficient detail for an accountant with sufficient knowledge of New Jersey's municipal accounting system to extract information necessary to prepare financial and debt statements. This requires that, within acceptable tolerance, all financial transactions (cash and non-cash) be posted in the general ledger and that all general ledger accounts be supported by subsidiary ledgers, reports, reconciliations or are otherwise analyzed. <u>A "yes" answer is appropriate for this question if 1) your CFO prepares the annual financial statement, annual debt statement and annual budget, or 2) your CFO presents balanced and reconciled financial records, or 3) you are retaining outside assistance to do so from an individual or entity separate from your municipality's audit firm.</u> Please note that item #2 cannot count as a "yes" answer if the Report of Audit contains comments and recommendations regarding the General Ledger or Cash Account balances not reconciled.	

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17	Prospective	The Local Finance Board recently adopted new rules, outlined in <u>Local Finance Notice 2013-17</u> , expanding municipalities' ability to purchase goods and services with procurement cards. The most significant change is the elimination of the prior per-transaction monetary limitation on P-Cards (15% of local unit's bid threshold) where a Qualified Purchasing Agent manages a local unit's P-Card program. Has your CFO, head purchasing official or other appropriate municipal official evaluated and discussed with your governing body (or an appropriate subcommittee thereof) how and whether a procurement card program could benefit the municipality or, if a procurement card program already exists, whether the program complies with the new regulations?	
18	Yes	Grant programs can create a significant burden on a municipality's cash flow if program expenses are either not timely reimbursed or are charged to other operating accounts instead of to the grant. Are all grant revenues, along with their corresponding appropriations, reviewed at least quarterly to determine that all program expenses have 1) been filed for reimbursement and 2) have been properly charged to the grant, with follow up communication to grantor agencies in instances where payments are delayed?	
Budget Preparation and Presentation - BP			
19	Yes	Has your municipality fully and accurately disclosed in the "Budget Message" section of your CY2013/SFY 2014 budget the following: Revenues at Risk; Non-Recurring Cost Reductions; Anticipated CY2014/SFY 2015 Appropriation Increases; and Structural Balance Offsets as detailed in <u>Local Finance Notice 2011-37</u> ?	
20	Yes	In preparing your annual budget it is important for both the governing body and public to understand the concept of surplus and how it accumulates (or declines) over the years. A formal policy regarding surplus serves as a basis for decisions concerning future financial solvency, and the lack of a policy could lead bond rating agencies to downgrade your municipality's credit rating. In developing said surplus policy your CFO should analyze and explain at least a five-year trend of surplus; illustrating the factors causing each annual increase or decrease. A surplus policy with realistic and sustainable goals can then be determined. Does your municipality have a written policy goal for the amount of surplus available in support of municipal operations, and is this goal evaluated annually?	

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21	Yes	In preparing your annual budget for the current year it is important that the impact that these decisions may have on future years' budgets be presented, evaluated and considered before final action is taken. Long term plans concerning revenue, appropriations, tax levy, tax levy cap and surplus are critical toward sustaining (or achieving) a solid fiscal condition. Are projections calculated and discussed in sufficient detail so that the governing body understands the impact that the current year's budget may have on the future tax levy (as restricted by the levy cap) and future surplus balances for at least two (2) future year's budgets?	
22	N/A	Certain municipalities have indirectly pledged prompt payment (i.e. issued a guarantee) of debt service with respect to debt issued by counties, independent authorities or developers. Bond Rating Agencies (e.g. Moody's, Fitch, Standard & Poor's) have downgraded certain municipalities' bond ratings to below investment grade for lack of preparation in the event a lender calls in a debt guarantee. If your municipality guarantees any debt, are direct service revenues that may be pledged against debt repayment monitored by the municipal CFO; and to the extent that cash flow from pledged revenue will not satisfy the debt repayment, are sufficient funds held in reserve to satisfy the guarantee or is an existing authorization in place to issue debt (e.g. a bond ordinance) in the event a lender calls in the guarantee?	The Borough has not guaranteed any debt.
23	Yes	Do elected officials receive status reports at least quarterly on all budget revenues and appropriations as they correspond to the annual adopted budget?	

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	Answer	Question	Comments
24	Yes	Given the potential fiscal impact of property tax appeals on municipalities, the Tax Assessor and CFO should review the status of filed appeals on a regular basis to determine their effect on future budgets and plan accordingly. With input and approval from the governing body, this plan should include an evaluation of current assessment values and should consider setting aside an adequate estimated reserve to fund potentially successful state tax court appeals. <u>Has your municipality considered a property reassessment/revaluation to counter the effect of successful residential tax appeals?</u> In answering this question, a yes answer indicates that the municipality either 1) determined after reviewing assessed values that a reassessment/revaluation is unnecessary due to assessed values accurately reflecting market values (resulting in a small number of successful appeals); or 2) if the impact of appeals is significant, a revaluation plan has been filed with your County Board of Taxation.	
25	Yes	In developing your multi-year capital plan, is your municipality dedicating sufficient revenues to fund maintenance, repair and eventual replacement of infrastructure such as roads, storm sewers, sanitary sewers and water systems?	
26	No	N.J.S.A. 40A:4-62.1 allows for the creation of a dedicated trust fund to reserve funds budgeted during years with relatively little snowfall for use in future years when excessive snowfalls may exceed budgeted funds. In your 2013 Budget, has your municipality appropriated at least the average of snow removal expenses incurred over a minimum of 3 years?	
Health Insurance - HI			
27	Yes	Does your municipality exclude from healthcare coverage part-time elected and appointed officials (less than 35 hours per week)?	
28	Yes	Does your municipality conduct a monthly review of health benefit covered lives itemized on health insurance invoices to determine that health insurance invoices do not include employees, former employees, spouses or dependents who should no longer be receiving coverage?	
29	Yes	As explained in Local Finance Notices <u>2011-20R</u> and <u>2011-34</u> , P.L. 2011 c. 78 requires employees to contribute toward healthcare based on a percentage of total premium cost, subject to a four-year phase-in. Has your municipality implemented the employee healthcare contribution provisions contained in P.L.2011 c. 78?	

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30	Prospective	Municipalities frequently contract with or designate insurance brokers to secure healthcare coverage from insurance carriers. Brokers are typically paid by third-party administrators (TPA's) hired to collect, review and pay healthcare bills. The municipality pays the TPA, who in turn pays the broker. Broker fees are often directly related to the amount of insurance premiums or fees paid by the municipality (i.e. the higher the premium, the larger the broker's commission). Thus, the municipality-broker-TPA arrangement is vulnerable to abuse because brokers could face conflicting incentives in seeking lower-cost insurance alternatives. <u>If your municipality contracts with or otherwise designates an insurance broker, is the structure for broker payments set at a flat-fee rather than on a commission basis</u> (so as to mitigate the risk of brokers recommending more expensive insurance coverage to earn higher fees)?	
31	Prospective	The State Health Benefits Program (SHBP) offers medical, prescription and dental coverage options for more than 850,000 participants, including employees, dependents and retirees. All plans have substantial networks of healthcare providers, and provide services nationwide. 62% of municipalities, and 33% of counties, within New Jersey participate in SHBP. If your municipality has non-SHBP coverage, as your collective bargaining agreements come up for renegotiation, do your municipality's negotiation proposals seek contract provisions allowing its employees to be switched to SHBP or another non-SHBP plan of lesser cost?	
32	Yes	If your municipality does not participate in the State Health Benefits Program (SHBP), have competitive proposals for health insurance been solicited in the last three years (including from the Division of Pensions and Benefits for SHBP health insurance coverage)?	

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Personnel - PE		
33	Yes	N.J.S.A. 43:15A-7.2 and 43:15C-2(b)(4) preclude independent contractors and individuals performing professional services for any municipality or agency (e.g. municipal attorney, auditor, planner) under a professional services contract awarded pursuant to the Local Public Contracts Law from membership in the Public Employees' Retirement System (PERS) and Defined Contribution Retirement Program (DCRP). This is discussed further in <u>Local Finance Notice 2007-28</u> . Has your municipality reviewed the status of your independent contractors and professional services providers to ensure they are not deemed eligible for PERS and/or DCRP?
34	No	The Fair Labor Standards Act (FLSA) is a federal law that establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments. The law requires that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, municipal managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and are not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with your labor counsel for more detailed guidance). <u>Does your municipality refrain from paying overtime to employees who are classified as exempt under the FLSA?</u> In answering this question, be aware that exempt status would also preclude overtime pay for time worked during emergencies, attendance at night meetings, participation in training sessions, and police "off-duty" assignments (a/k/a "Jobs in Blue"). Also, please note that compensated leave time in lieu of cash payments is considered to be a form of overtime pay unless such leave is utilized in the same pay period.

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	Answer	Question	Comments
35	Yes	N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to contracts@perc.state.nj.us . Has your municipality filed all current contracts with PERC?	
36	Yes	Does your municipality make available to the public free of charge, either through an internet posting or on-site review, documents that show the current salaries of all personnel and additional documents that would allow the public to view how your municipality's salaries have changed over a three year period?	
37	Yes	Accurate records of employee time are critical not only for financial accountability but also effective management of your workforce. Is your municipality ensuring that 1) employees complete and file standardized forms, either electronically or by paper, to verify all employee time worked (e.g. time cards, electronic time keeping); 2) your personnel/human resources office maintains records accounting for all employee leave time earned and used; and 3) supervisors are reviewing and approving/denying employee time and attendance documentation before those records are submitted to management and, in the case of department heads, is such documentation reviewed and verified independently?	
38	N/A	Has your municipality instituted a policy to not compensate employees for sick leave accumulated after a certain date?	Employees are not able to accumulate sick leave.
39	Yes	Does your municipality limit the carry forward of accrued vacation time to no more than the amount earned in the previous year (meaning no employee hired after the effective date of the limitation policy can keep in any given year more vacation time that they earned in the prior year)?	
40	Yes	Does the municipal governing body approve all payments for accumulated absences pursuant to the requirements of <u>N.J.A.C. 5:30-15.4</u> , as discussed in <u>Local Finance Notice CFO-2002-1</u> ?	
41	Yes	Does your municipality provide annual employment practice liability training for elected officials, managers, administrators, department heads and supervisors?	

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Montvale Borough (Bergen)			
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	Answer	Question	Comments
42	Yes	Does your municipality have a transitional duty program (light duty) to encourage employees out on workers compensation to return to work?	
43	No	The State Workers Compensation Law provides that, when an employee receives a work-related injury producing temporary disability, the employee is entitled to wage-continuation equal to 70% of the employee's weekly wages, subject to a maximum compensation as determined by the Commissioner of Labor. <u>Does your municipality limit benefits for work-related injuries to the above statutory benefit?</u> The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	
44	No	The weekly benefit rate provided under the State Temporary Disability Law for a non-work-related injury is calculated on the basis of claimant's average weekly wage. Each claimant is paid 2/3 of their average weekly wage up to the maximum amount payable, which is \$584 for disabilities beginning on or after 1/1/13. <u>Does your municipality refrain from supplementing the Temporary Disability benefit?</u> The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	
45	Yes	Has your municipality adopted an ordinance, resolution, regulation or policy eliminating longevity awards, bonuses or payments for non-union employees?	
46	No	For any employees covered by a collective bargaining agreement, has your municipality eliminated longevity awards, bonuses or payments for employees hired on or after a specified date, and refrained from increasing longevity awards, bonuses or payments for employees hired before a specified date? The answer to this question can be "prospective" if such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	

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	Answer	Question	Comments
		Disaster Preparedness/Resiliency - DP	
47	Yes	Has your municipality 1) reviewed within the past year its master plan and zoning ordinances and, if changes are recommended by your engineer, planner or land use board to ensure greater resiliency in the face of flooding and storm damage, with a plan to implement such changes; and 2) amended your zoning ordinances as necessary to allow homeowners to raise conforming structures to the Base Flood Elevation (BFE) set by the new FEMA maps?	
48	Prospective	Has your municipality within the past year reviewed and updated as necessary its emergency management plan, taking into account lessons learned from the impact of Superstorm Sandy and other recent natural disasters?	
49	N/A	P.L. 2013, c. 37, known as the "Sandy Integrity Monitor Law", requires the State Treasurer to assign monitors to recovery and rebuilding-related contracts \$5 million or above, and grants the Treasurer discretion to assign monitors on contracts below \$5 million. Pursuant to authority granted under the law, all Sandy-related recovery and rebuilding contracts over \$2 million awarded by local governments must be reported to the State Department of Treasury. Please access Treasury's Sandy website at http://www.state.nj.us/treasury/news-sandy.shtml for more information on your municipality's responsibilities under the Sandy Integrity Monitor Law. Has your municipality reported all Sandy-related contracts over \$2 million to the State Treasurer?	The Borough has not awarded any contracts over \$2 million.
50	No	A municipality's participation in FEMA's <u>National Flood Insurance Program Community Rating System</u> can lead to significant flood insurance premium reductions for its homeowners. An explanation of the program may be found on FEMA's website at http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system , and more information on how the NJDEP's statewide CRS coordinator can assist with improving your rating can be found at http://www.nj.gov/dep/floodcontrol/about.htm . Does your municipality have a Community Rating System ranking of at least Class 9?	

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Answer	Question	Comments
0	Select	
31	Yes	
9	No	
4	N/A	
6	Prospective	
50	Total Answered:	
41	Score (Yes + N/A + Prospective)	
82%	Score %	
0%	Percent Withheld	
	Chief Administrative Officer's Certification	
	I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.	Certification #(s) N/A
	Name & Title	Date
	Maureen Iarossi-Alwan, Borough Administrator	10/8/2013
	Chief Financial Officer's Certification	
	I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.	Certification #(s) N0167
	Name	Date
	Kenneth Sesholtz	10/8/2013
	Municipal Clerk's Certification	
	I hereby certify that the Governing Body of the Borough of Montvale in the County of Bergen discussed the CY 2013/SFY 2014 Best Practice Inventory as completed herein at a public meeting on October 8, 2013, with the Inventory results, and the certification thereof by the Chief Administrative and Chief Financial Officers, respectively, to be stated in the minutes of said public meeting.	Certification #(s) C0986
	Name	Date

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Answer	Question	Comments																					
	Maureen Iarossi-Alwan	10/8/2013																					
	Red = Repeat Question; Prospective answers not permitted																						
	Blue = Questions where neither "not applicable" nor "N/A" answers are permitted																						
	Green = Repeat questions where neither "Prospective" nor "Not Applicable" are permitted																						
	No Color = "Yes"; "No"; "Prospective" and "Not Applicable" are all permissible answers																						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"># of Questions scored yes, prospective, or "not applicable"</th> <th style="text-align: center;">Amount of Aid Disbursed</th> <th style="text-align: center;">Impact on final 5% aid payment/impact on total aid</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">41-50</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">No penalty</td> </tr> <tr> <td style="text-align: center;">33-40</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">Lose 20% which equals 1% of total aid</td> </tr> <tr> <td style="text-align: center;">25-32</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">Lose 40% which equals 2% of total aid</td> </tr> <tr> <td style="text-align: center;">17-24</td> <td style="text-align: center;">40%</td> <td style="text-align: center;">Lose 60% which equals 3% of total aid</td> </tr> <tr> <td style="text-align: center;">9-16</td> <td style="text-align: center;">20%</td> <td style="text-align: center;">Lose 80% which equals 4% of total aid</td> </tr> <tr> <td style="text-align: center;">0-8</td> <td style="text-align: center;">0%</td> <td style="text-align: center;">Lose 100% which equals 5% of total aid</td> </tr> </tbody> </table>	# of Questions scored yes, prospective, or "not applicable"	Amount of Aid Disbursed	Impact on final 5% aid payment/impact on total aid	41-50	100%	No penalty	33-40	80%	Lose 20% which equals 1% of total aid	25-32	60%	Lose 40% which equals 2% of total aid	17-24	40%	Lose 60% which equals 3% of total aid	9-16	20%	Lose 80% which equals 4% of total aid	0-8	0%	Lose 100% which equals 5% of total aid	
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Question	Table of Weblinks																						
4	http://nj.gov/comptroller/news/docs/press_local_government_legal_fees.pdf																						
5	http://www.nj.gov/dca/divisions/dlgs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc																						
9	http://www.state.nj.us/perc/Collective Bargaining Agreement Summary Form Police and Fire 2012.04.02 Instructions and Example .pdf																						
9	http://www.state.nj.us/perc/Collective Bargaining Agreement Summary Form Non-Police and Non-Fire 2012.04.02 Instructions and Example .pdf																						
13	http://www.nj.gov/dca/divisions/dlgs/lfns/12/2012-12.pdf																						
17	http://www.nj.gov/dca/divisions/dlgs/lfns/13/2013-17.pdf																						
19	http://nj.gov/dca/divisions/dlgs/lfns/11/2011-37.doc																						
29	http://nj.gov/dca/divisions/dlgs/lfns/11/2011-20R.doc																						
29	http://nj.gov/dca/divisions/dlgs/lfns/11/2011-34.doc																						
33	http://nj.gov/dca/divisions/dlgs/lfns/07/2007-28.doc																						
40	http://www.nj.gov/dca/divisions/dlgs/lfns/02/cfo-2002-1.pdf																						
50	http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system																						
50	http://www.nj.gov/dep/floodcontrol/about.htm																						

**MINUTES
WORK SESSION**

The Work Session Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:30pm. Adequate notification was published in the official newspaper of the Borough of Montvale. Roll call was taken.

OPEN PUBLIC MEETING STATEMENT

Adequate notice of this meeting was provided to The Bergen Record and The Ridgewood News, informing the public of the time and place according to the provisions of the Open Public Meeting Law (Chapter 231, P.L. 1975).

ROLL CALL:

Councilmember Cudequest	Councilmember LaMonica - absent
Councilmember Curry	Councilmember Lane – arrived 7:40pm
Councilmember Ghassali	Councilmember Talarico

Also present: Mayor Roger Fyfe; Borough Attorney, Phil Boggia; Borough Engineer, Andy Hipolit; Administrator/Clerk, Maureen Iarossi-Alwan and Deputy Municipal Clerk, Fran Scordo

MINUTES:

September 10, 2013

A motion to accept the minutes by Councilmember Cudequest; seconded by Councilmember Ghassali - all ayes Councilmember Talarico abstained

RESOLUTIONS:

160-2013 Tax Court Settlement / Block 1703; Lot 9 / Edward Sneath

WHEREAS, the Mayor and Council of the Borough of Montvale have been advised of the proposed settlement of a property Tax Appeal filed by Edward Sneath (hereinafter the "Tax Appeal"), under Docket Number 018928-2011, and;

WHEREAS, the aforesaid tax appeal concerns a residential property located at 12 Dolores Drive, and is otherwise referred to as Block 1703 Lot 9 on the tax assessment map of the Borough (hereinafter the "subject property"), and;

WHEREAS, the said Governing Body has been advised as to the merits of the subject Tax Appeal by legal counsel and the Borough Tax Assessor, and;

WHEREAS, the proposed Tax Appeal settlement would reduce the subject properties' assessment to \$465,000 in the 2011 tax year, and;

WHEREAS, the provisions of N.J.S.A. 54:51A-8 (the "Freeze Act") shall be applicable to the terms of this settlement for the 2012 tax year only, and;

WHEREAS, it is in the best interest of the Borough of Montvale to settle the subject Tax Appeal in accordance with the settlement proposal set forth hereinabove.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that the settlement of the aforesaid Tax Appeal be hereby approved, pursuant the terms set forth herein, and;

BE IT FURTHER RESOLVED, that with respect to same, the Mayor, Borough Administrator, Borough Tax Appeal Attorney and/or any other appropriate Borough official is hereby authorized to perform any act necessary to effectuate the purposes set forth in this Resolution.

Introduced by: Councilmember Ghassali; seconded by Councilmember Curry - All ayes

161-2013 Refund Tax Overpayment / Duplicate Payment / Block 1802; Lot 16 / Dennis Limatola

WHEREAS, a resolution authorizing this municipality to refund overpayment of taxes for the following properties located in the Borough of Montvale, and
WHEREAS, due to a duplicate payment which resulted in an overpayment, and
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund overpayment of taxes to the following:

Dennis Limatola	49 Longridge Road	\$9,921.27
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Introduced by: Councilmember Cudequest; seconded by Councilmember Ghassali - All ayes

162-2013 Authorize Installation of Two New Fire Hydrants and a Water Main / 13A Grand Ave

WHEREAS, the Borough of Montvale and the Montvale Fire Department deem it necessary for the installation of two fire hydrants and a 560' of 8" water main at Montvale Commons aka 13A Grand Ave ; X-37029 – Investigation No. 53368; and
NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that United Water New Jersey, Inc. be and is hereby performing all the necessary excavation, backfilling and installation of the water main, services and fire hydrants as required.

Introduced by: Councilmember Cudequest; seconded by Councilmember Talarico - All ayes

163-2013 Authorize Grant Agreement/Community Development/Sr. Citizens Activities/ PS-MONTSR13

BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale wishes to enter into a grant agreement with the County of Bergen for the purpose of using \$3,274.00 in the years 2013/2014 Community Development Block Grant funds for Senior Citizen Activities within the Borough of Montvale; and
BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize Roger J. Fyfe, Mayor, to be a signatory for the aforesaid grant agreement; and
BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize Maureen Iarossi-Alwan, Borough Administrator to sign all County vouchers submitted in connection with the aforesaid project; and
BE IT FURTHER RESOLVED, that the Mayor and Council recognized that the Borough of Montvale is liable for any funds not spent in accordance with the Grant Agreement, and that liability of the Mayor and Council is in accordance with HUD requirements.

Introduced by: Councilmember Talarico; seconded by Councilmember Cudequest - All ayes

164-2013 Authorize Payment #2/Final/Akers Ave Roadway Improvements/Reivax Contracting Co. Inc.

WHEREAS, a Contract was awarded by Resolution No. 47-2013 on January 29, 2013 in the amount \$162,223.20 for the base bid and Alternate A to Reivax Contracting Corporation, 356 Thomas Street, Newark, NJ 07114 for the Improvements to Akers Avenue Roadway; and
WHEREAS, Payment No. 1 in the amount of \$11,817.04 was authorized on August 13, 2013; and
WHEREAS, the Borough Engineer, in a letter dated September 4, 2013 attached to the original of the resolution takes no exception to Payment No. 2 in the amount of \$100,900.33; and

WHEREAS, the Municipal Finance Officer has certified funds are available as outlined in the Certification of Funds as attached to the original of this Resolution.

NOW, THEREFORE BE IT RESOLVED by the Borough of Montvale as follows:

- 1) Payment #2 final payment in the amount of \$100,900.33 is hereby paid to Reivax Contracting Corporation, 356 Thomas Street, Newark, NJ 07114

Introduced by: Councilmember Ghassali; seconded by Councilmember Cudequest - All ayes

165-2013 Authorize Payment #1/Improvements Memorial/LaTrenta Tennis Courts/Sita Construction Co., Inc.

WHEREAS, a Contract was awarded by Resolution No. 111-2013 on June 25, 2013 in the amount \$107,234.00 for the base bid and base bid 3 to SITA Construction Co., Inc., 7 Yankee Maid Lane, Goshen, New York for the Improvements to Memorial and LaTrenta Tennis Courts; and

WHEREAS, the Borough Engineer, in a letter dated September 4, 2013 attached to the original of the resolution takes no exception to Payment No. 1 in the amount of \$86,861.32; and

WHEREAS, the Municipal Finance Officer has certified funds are available as outlined in the Certification of Funds as attached to the original of this Resolution.

NOW, THEREFORE BE IT RESOLVED by the Borough of Montvale as follows:

- 1) Payment #1 in the amount of \$86,861.32 be authorized and paid to Sita Construction Co. Inc.

Introduced by: Councilmember Cudequest; seconded by Councilmember Curry - All ayes

166-2013 Awarding Professional Service Contract/Design Services/2013 Bergen County Curb Ramp Program/Grant/Maser

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide the design services for the 2013 Bergen County Curb Ramp Program; and

WHEREAS, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

WHEREAS, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a proposal dated September 18, 2013 to provide design services which is attached to the original of this resolution, and

WHEREAS, The proposed design fee is based on the preliminary approved locations, should the locations change, the fee may be increased or decreased based upon the County of Bergen agreement for design reimbursement. **These services are at no cost to the Borough of**

Montvale as Bergen County will reimbursed to the Borough of Montvale through the Grant.

WHEREAS, the Certified Municipal Finance Officer has certified funds are available certification hereto attached to the original of this resolution.

NOW, THEREFORE BE IT RESOLVED by the Borough of Montvale as follows:

- 1) That the proposal for the scope of service is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: Design Services
- 3) The cost not to exceed shall be \$14,300.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

BE IT FURTHER RESOLVED, that a copy of this resolution be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

Introduced by: Councilmember Ghassali; seconded by Councilmember Talarico - All ayes

167-2013 Awarding Contract /Magnolia Ave Roadway Improvement Project/Phase I A.J.M. Contractors

WHEREAS, the Borough of Montvale has a need for services in connection with the Magnolia Avenue Roadway Improvement Project; and

WHEREAS, consistent with the New Jersey *Local Public Contract Law, N.J.S.A. 40A:11-1*, et seq., the Borough of Montvale did publicly solicit bids for said project under the title "Magnolia Road Roadway Improvement Project" with bids due in September 2013; and

WHEREAS, said solicitation requested bids for a Base Bid plus Alternate A; and

WHEREAS, in response to said solicitation, two bids were received; and

WHEREAS, the Mayor and Council, in consultation with the Borough Engineer have determined that sufficient funds are available to perform the work included in Base Bid plus Alternate A; and

WHEREAS, the lowest bid for the Base Bid plus Alternate A was submitted by AJM Contractors, maintaining offices at 300 Kuller Road, Clifton, New Jersey, in the amount of \$134,659.75; and

WHEREAS, said bid was within the funds allocated for this project and within the Engineer's estimate for this work; and

WHEREAS, the offices of the Borough Engineer and Borough Attorney have reviewed this bid and have deemed it responsive to the bid specifications; and

WHEREAS, the Borough's Chief Financial Officer has certified that funds have been appropriated and are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that a contract for the above-referenced project shall be awarded as follows:

Bidder	In the amount of:
AJM Contractors	Base Bid: \$129,659.75
300 Kuller Road	Alternate A: \$5,000
Clifton, New Jersey 07011	TOTAL \$134,659.75

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute a contract to effectuate the purpose of this Resolution, subject to approval by the Borough Engineer, Borough Attorney and concurrence with the New Jersey Department of Transportation (NJDOT).

Introduced by: Councilmember Cudequest; seconded by Councilmember Curry - All ayes

168-2013 Awarding Professional Service Contract/Inspection Services/Magnolia Ave

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide the construction inspection services for the Improvements to Magnolia Avenue Project; and

WHEREAS, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

WHEREAS, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a proposal dated August 7, 2013 to provide construction inspection utilizing the plans and specification developed for the project which is attached to the original of this resolution, and

WHEREAS, the Certified Municipal Finance Officer has certified funds are available certification hereto attached to the original of this resolution.

NOW, THEREFORE BE IT RESOLVED by the Borough of Montvale as follows:

- 1) That the proposal for the scope of service is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: Construction Inspection Services
- 3) The cost not to exceed shall be \$15,000.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

BE IT FURTHER RESOLVED, that a copy of this resolution be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

Introduced by: Councilmember Cudequest; seconded by Councilmember Curry - All ayes

169-2013 Awarding Professional Service Contract/Chestnut Ridge Road Widening/Maser

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide the engineering services for widening of Chestnut Ridge Road; and

WHEREAS, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

WHEREAS, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a detailed proposal dated September 19, 2013 to provide engineering services which is attached to the original of this resolution, and

WHEREAS, the proposed engineering services and costs for this project total lump sum not to exceed \$78,500.00 detail breakdown as follows:

1. Preliminary (Conceptual) Design	\$12,000.00
2. Utility Layout & Relocation	\$8,500.00
3. County Coordination	\$10,000.00
4. Utility & Property Owner Coordination	\$10,000.00
5. Preparation of Final Plans & Specifications	\$33,000.00
6. Bidding Services	\$5,000.00

WHEREAS, the Certified Municipal Finance Officer has certified funds are available certification hereto attached to the original of this resolution.

NOW, THEREFORE BE IT RESOLVED by the Borough of Montvale as follows:

- 1) That the proposal for the scope of service is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 4) That the following be provided: Various Professional Engineering Services
- 5) The cost not to exceed shall be \$78,500.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

BE IT FURTHER RESOLVED, that a copy of this resolution be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

Introduced by: Councilmember Talarico; seconded by Councilmember Cudequest - All ayes

170-2013 Authorize Release of Escrow/Block 204/Lot1/Aiello

WHEREAS, the Borough Treasurer, recommends the release and takes no exception to the release of the escrow funds posted for Block 204/Lot 1 as all inspections have been conducted; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale the inspection escrow in the amount of \$17.50 is hereby released to Eric Aiello, 106 Upper Saddle River Road, Montvale NJ 07645; and

BE IT FURTHER RESOLVED, the Borough Treasurer hereby receives a copy of this resolution for processing.

Introduced by: Councilmember Cudequest; seconded by Councilmember Curry - All ayes

171-2013 Repayment of Excess Tax Credit / TCAM Core Properties Operating Fund, L.P

WHEREAS, the Mayor and Council of the Borough of Montvale had previously approved the settlement of a tax appeal filed by TCAM Core Properties Operating Fund, L.P. (hereinafter the "Plaintiff"), under Docket Numbers 003971-2006; 004460-2007 and 005813-2008, and;

WHEREAS, a taxpayer refund had been issued to the Plaintiff in the amount of \$56,843.50, following the approval of the aforesaid settlement, and;

WHEREAS, it was subsequently determined that the aforementioned amount contained an excess payment amounting to \$18,947.50, which the Plaintiff has agreed to repay to the Borough, provided that the overpayment can be repaid over the course of four tax quarters, and;

WHEREAS, the Borough has accepted Plaintiff's request to repay the aforementioned amount over the course of four tax quarters in roughly evenly-distributed payments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that TCAM Core Properties Operating Fund, L.P. will repay the \$18,947.50 that it had received from the Borough in an excess refund overpayment over the course of four tax quarters, and;

BE IT FURTHER RESOLVED, that the aforesaid payments shall be repaid to the Borough pursuant to the following payment schedule:

Payment 1:	October 15, 2013	\$4,736.70
Payment 2:	January 15, 2014	\$4,736.81
Payment 3:	April 15, 2014	\$4,736.93
Payment 4:	July 15, 2014	\$4,737.06

BE IT FURTHER RESOLVED, that the payments made herein shall not be applied as a credit or offset against any property taxes that are either currently owed or pending in the future against the property located at Block 1001 Lot 2.

Introduced by: Councilmember Ghassali; seconded by Councilmember Curry - All ayes

BILLS: Municipal Clerk read the Bill Report

Motion to pay bills by Councilmember Cudequest; seconded by Councilmember Talarico - All ayes
Councilmember Cudequest abstained on bill # 00125 and bill #01335

ENGINEER'S REPORT:

Andrew Hipolit

Report/Update

- a. Authorize Payment #2 Final Payment Memorial & LaTrenta Tennis Courts/Sita Construction Co., Inc.

Resolution will be prepared for next meeting

- b. United Water – Montvale Commons – update

Piping will start within the next few weeks

Akers Ave paving is complete; some funds are leftover; a request has been submitted to the DOT to request curbing work;

Mayor Fyfe asked Mr. Hipolit to check with the County about the flashing light by Grand and Hillcrest; it's been down since Hurricane Sandy; Also, Mayor Fyfe mentioned that some residents on Spring Valley Road asked if the borough can put a crosswalk; Mr. Hipolit stated you probably cannot put a crosswalk because of no sidewalks and other factors;

Councilmember Talarico asked for an update regarding the water flow study; Mr. Hipolit stated he is waiting on the final report;

Councilmember Ghassali mentioned that there are some lights that need to be replaced by the tennis courts, seeing as how it was just renovated, can a truck be allowed on the surface. Mr. Hipolit suggested to find out what type of truck and he will let DPW know if it can be used.

ATTORNEY REPORT:

Philip Boggia, Esq.

Report/Update

No Report

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

- a. Request Permission to Attend NJ League of Municipalities Conference / Nov. 18-22

- F. Scordo

A motion to grant permission by Councilmember Lane; seconded by Councilmember Curry - all ayes

COMMUNICATION CORRESPONDENCE:

None.

MEETING OPEN TO THE PUBLIC:

HEARING OF CITIZENS WHO WISH TO ADDRESS THE MAYOR AND COUNCIL:

Upon recognition by the Mayor, the person shall proceed to the floor and give his/her name and address in an audible tone of voice for the records. Unless further time is granted by the Council, he/she shall limit his/her statement to five (5) minutes. Statements shall be addressed to the Council as a body and not to any member thereof. No person, other than the person having the floor, shall be permitted to enter into any discussion, without recognition by the Mayor.

A motion to open meeting to the public by Councilmember Lane; seconded by Councilmember Cudequest – all ayes

Chief Miller

Asking permission to start the process to purchase a replacement engine truck; delivery of the truck would be approximately July 2015; After a brief discussion, permission was granted a motion by Councilmember Lane; seconded by Councilmember Talarico – all ayes

A motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Curry – all ayes

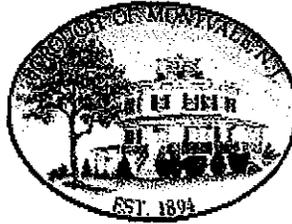
Motion to adjourn by Councilmember Lane; seconded by Councilmember Cudequest – all ayes

ADJOURNMENT

Meeting adjourned at 8:00pm

The next Meeting of the Mayor and Council will be held October 8, 2013 at 7:30 p.m.

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 172-2013**

RE: *Authorize Payment #2 Final Payment/Memorial & LaTrenta Sports Courts Improvements/Sita Construction Co. Inc.*

WHEREAS, a Contract was awarded by Resolution No. 111-2013 on June 25, 2013 in the amount \$107,234.00 for the base bid and base bid 3 to SITA Construction Co., Inc., 7 Yankee Maid Lane, Goshen, New York for the Improvements to Memorial and LaTrenta Tennis Courts; and

WHEREAS, on September 24, 2013 Payment No. 1 was authorized via Resolution No. 165-2013; and

WHEREAS, the Borough Engineer, in a letter dated September 18, 2013 attached to the original of the resolution takes no exception to Payment No. 2 Final Payment in the amount of \$20,372.68; and

WHEREAS, the Municipal Finance Officer has certified funds are available as outlined in the Certification of Funds as attached to the original of this Resolution.

NOW, THEREFORE BE IT RESOLVED by the Borough of Montvale as follows:

- 1) Payment #2 Final Payment in the amount of \$20,372.68 be authorized and paid to Sita Construction Co. Inc.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: October 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



Engineers
 Planners
 Surveyors
 Landscape Architects
 Environmental Scientists

200 Valley Road, Suite 400
 Mount Arlington, NJ 07856
 T: 973.398.3110
 F: 973.398.3199
 www.maserconsulting.com

September 18, 2013

Handwritten signature and date: [Signature] 11/8

Maureen Iarossi-Alwan
 Borough Clerk/Borough Administrator
 Borough of Montvale
 12 Mercedes Drive
 Montvale, NJ 07645

Re: Improvements to Memorial and Latrenta Tennis Courts
 Recommendation of Payment #2 (Final)
 Borough of Montvale, Bergen County, New Jersey
MC Project No. MVB-273

Dear Ms. Iarossi-Alwan:

Sita Construction Co., Inc. (Sita), the contractor for the above referenced project, has requested payment #2 (Final) for the Improvements to Memorial and Latrenta Tennis Courts Project. Enclosed please find the following documents:

- Application and Certification for Payment (AIA Document G702) Application #2, dated September 9, 2013, prepared by Sita.
- Continuation Sheet (AIA Document G703) Application #2, dated September 9, 2013, prepared by Sita.

With the original Contract amount as \$107,234.00, the payment breakdown is as follows:

Original Contract Amount	\$107,234.00
Amount Billed Previously	-\$86,861.32
Work Not Completed to Date	-\$0.00
Pay Estimate #2 (Final)	\$20,372.68
Retainage (2%)	-\$0.00
Amount Due	<u>\$20,372.68</u>

This office has reviewed the invoice and recommends payment to Sita, in the amount of \$20,372.68.

Thank you for your kind attention to this matter. Please contact me if you have any questions.

Very truly yours,

MASER CONSULTING P.A.

Handwritten signature: PJA THU (FOR)

Andrew R. Hipolit, P.E.
 Borough Engineer

ARH/psn
 Enclosures

cc: Mayor and Council (via Clerk)
 Robert Culvert, DPW Superintendent (via e-mail)
 Carl Bello, Borough Treasurer (via e-mail)
 Sita Construction Co., Inc. (via e-mail)

\\Mtcad01\projects\MVB\MVB-273\Letters\130916_arh_Iarossi-Alwan_RecPay2(final).docx

Customer Loyalty through Client Satisfaction

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

PROJECT: LaTrenta Tennis Courts
and Memorial Tennis Courts
Montvale NJ

APPLICATION NO: No.2
final

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 09.09.13

PROJECT NOS:

VIA ARCHITECT:

MASER Consulting, P.A.
200 Valley Road, Ste 400
Mt. Arlington NJ 07856
(973) 398-3110

FROM CONTRACTOR:

SITA Construction Co., Inc.
7 Yankee Maid Lane
Goshen NY 10924
845-294-7261

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- ORIGINAL CONTRACT SUM \$ 107,234.00
- Net change by Change Orders \$ 0.00
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 107,234.00
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 107,234.00
- RETAINAGE:
 - % of Completed Work \$ 0
 - (Column D + E on G703)
 - % of Stored Material \$
 - (Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 107,234.00
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 86,861.32
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 20,372.68
- CURRENT PAYMENT DUE \$ 0.00
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

CONTRACTOR: SITA Construction Co., Inc.

By: *John R. Carruthers* PRESIDENT Date: August 19, 2013

State of: New York County of: ORANGE

Subscribed and sworn to before me this _____ day of _____, 2013.
Notary Public, State of New York
My Commission Expires April 17, 2014

SANDRA C. GIRALDI
No. 01WA60-0340

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA® © 1992
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

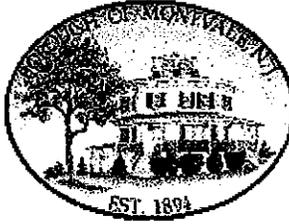
Page One of Two Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: No. 2
 APPLICATION DATE: 09.09.13
 PERIOD TO: 09.09.13
 ARCHITECT'S PROJECT NO:
 Borough of MONTVALE

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	
								%
		(G-C)						
BASE BID - LaTrenta Tennis Courts								
1	Clearing Site	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	\$0.00	
2	Crack Seal	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$0.00	
3	Tennis Court Surface	\$18,734.00	\$18,734.00	\$0.00	\$0.00	\$18,734.00	\$0.00	
4	Reset Existing Tennis Net & Posts	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	\$0.00	
BASE BID - Memorial Tennis Courts								
#3-1	Clearing Site	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	
#3-2	Tennis Court Excavation & Grading	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	
#3-3	Milling, 2"	\$15,400.00	\$15,400.00	\$0.00	\$0.00	\$15,400.00	\$0.00	
#3-4	HMA Surface, Mix 1-5, 2" thick	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	\$0.00	
#3-5	Reset Existing Tennis Net & Posts	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	\$0.00	
#3-6	Topsoiling, 4" thick	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	
#3-7	Fertilizing & Seeding, Type A-3	\$50.00	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	
#3-8	Straw Mulching	\$50.00	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	
#3-9	Tennis Court Surface	\$18,600.00	\$0.00	\$18,600.00	\$0.00	\$18,600.00	\$0.00	
GRAND TOTALS		\$107,234.00	\$88,634.00	\$18,600.00	\$0.00	\$107,234.00	\$0.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 173-2013**

RE: Authorize Hiring / Part Time On Call / Crossing Guard /Jean Turi

WHEREAS, the Montvale Police Department desires to hire a part-time on call crossing guard in the Borough of Montvale; and,

WHEREAS, Jean Turi has met the qualifications for this position, agrees to the terms and conditions of employment; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey that the above named individual is hereby appointed to the position of Part-time On Call Crossing Guard, effective September 13, 2013.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: October 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 174-2013**

RE: Settlement Agreement / K. Hovnanian North Jersey Acquisitions, LLC v. Planning Board of the Borough Montvale”, Docket No. BER-L-9574-11

WHEREAS, there has been pending in the Superior Court of New Jersey, Law Division, a matter entitled, “K. Hovnanian North Jersey Acquisitions, LLC v. Planning Board of the Borough Montvale”, Docket No. BER-L-9574-11, which challenges a denial by the Planning Board of a one hundred (100) unit inclusionary development application on premises designated as Block 302, Lots 1 and 4 and Block 1002, Lot 7 as depicted on the Borough tax map; and

WHEREAS, said application proposed the construction of one hundred (100) townhomes, of which twenty (20) would be available to persons of low and moderate income; and

WHEREAS, after considerable negotiations, K. Hovnanian and the Planning Board agreed to a settlement which would reduce the number of units from one hundred (100) to eighty (80), of which six (6) would be available to persons of low and moderate income; and

WHEREAS, of the eighty (80) units proposed under the settlement, sixty (60) would be stacked townhomes and twenty (20) traditional townhomes, with six (6) of the sixty (60) townhomes being available to persons of low and moderate income; and

WHEREAS, a Decision and Order by the Honorable Alexander H. Carver, III dated August 29th and 30th, 2013, respectively, approves the settlement as being fair to persons of low and moderate income and further remands the matter to the Planning Board for the conducting of a hearing pursuant to *Whispering Woods v. Middletown Township*, 220 N.J. Super 161 (Law Div. 1987); and

WHEREAS, a Settlement Agreement has been executed on behalf of K. Hovnanian North Jersey Acquisitions, LLC and the Planning Board; and

WHEREAS, the Borough of Montvale is required to execute a copy of this Settlement Agreement because of certain terms in the agreement and due to the necessity of a Fairness Hearing which was conducted by the Superior Court.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Mayor and Borough Clerk are hereby authorized to execute the Settlement Agreement on behalf of the Borough.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: October 8, 2013

ATTEST:

APPROVED:

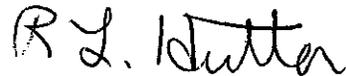
Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

Memo

TO: Mayor Fyfe and Council
Maureen Iarossi-Alwan-Administrator

FROM: R. Lorraine Hutter-Land Use Administrator



DATE: October 2, 2013

RE: K. Hovnanian North Jersey Acquisitions, LLC v. The Planning Board of the Borough of Montvale

The Planning Board has reviewed and discussed the above referenced Settlement Agreement which is attached.

Also, the Planning Board finds the Decision and Order by the Honorable Alexander H. Carver, III dated August 29th and 30th, 2013 as being a fair settlement to persons of low and moderate income and acknowledges the remand back to the Planning Board to conduct a hearing pursuant to Whispering Woods v. Middletown Township.

The Planning Board Chairman, John DePinto, was authorized by the Board to execute the Settlement Agreement on behalf of the Planning Board and we now pass it along to the Governing Body to execute the same.

Enclosed is a copy of the Planning Board Resolution along with three originals that need to be executed acknowledging all of the above. Please sign and return to Mr. Robert Regan, Planning Board Attorney.

Introduced By: Mr. Vogt

Seconded By: Mr. Culhane

BOROUGH OF MONTVALE

PLANNING BOARD

RESOLUTION

WHEREAS, there has been pending in the Superior Court of New Jersey, Law Division, a matter entitled, "K. Hovnanian North Jersey Acquisitions, LLC v. Planning Board of the Borough Montvale", Docket No. BER-L-9574-11, which challenges a denial by the Planning Board of a one hundred (100) unit inclusionary development application on premises designated as Block 302, Lots 1 and 4 and Block 1002, Lot 7 as depicted on the Borough tax map; and

WHEREAS, said application proposed the construction of one hundred (100) townhomes, of which twenty (20) would be available to persons of low and moderate income; and

WHEREAS, after considerable negotiations, K. Hovnanian and the Planning Board agreed to a settlement which would reduce the number of units from one hundred (100) to eighty (80), of which six (6) would be available to persons of low and moderate income; and

WHEREAS, of the eighty (80) units proposed under the settlement, sixty (60) would be stacked townhomes and twenty (20) traditional townhomes,

with six (6) of the sixty (60) townhomes being available to persons of low and moderate income; and

WHEREAS, a Settlement Agreement was prepared and submitted to the court in conjunction with a Fairness Hearing conducted by the court on October 19, 2012; and

WHEREAS, a Decision and Order by the Honorable Alexander H. Carver, III dated August 29th and 30th, 2013, respectively, approves the settlement as being fair to persons of low and moderate income and further remands the matter to the Planning Board for the conducting of a hearing pursuant to *Whispering Woods v. Middletown Township*, 220 N.J. Super. 161 (Law Div. 1987); and

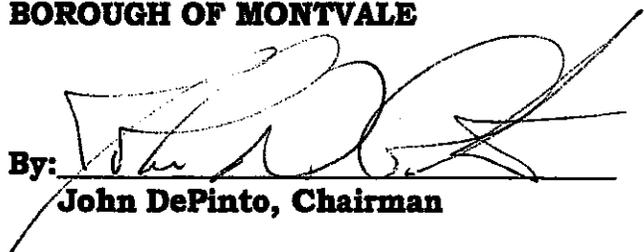
WHEREAS, a Settlement Agreement has been executed on behalf of K. Hovnanian North Jersey Acquisitions, LLC.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the Borough of Montvale that the Board Chairman be and is hereby authorized to execute the Settlement Agreement on behalf of the Planning Board.

Dated: October 1, 2013

**PLANNING BOARD OF THE
BOROUGH OF MONTVALE**

By:


John DePinto, Chairman

Certified to be a true copy of a Resolution adopted by the Planning
Board of the Borough of Montvale at its regular meeting on Tuesday,
October 1, 2013.

R. Lorraine Hutten
**R. LORRAINE HUTTER, Secretary/Land
Use Administrator**

ROBERT T. REGAN

A Professional Corporation
ATTORNEY AT LAW
STURBRIDGE COMMONS
345 KINDERKAMACK ROAD
P.O. BOX 214
WESTWOOD, NEW JERSEY 07675

MEMBER NEW JERSEY &
NEW YORK BARS

TEL: (201) 664-3344
FAX: (201) 664-3836
rtregan@rtreganlaw.com

September 17, 2013

HAND DELIVERED

R. Lorraine Hutter, Land Use Administrator
Montvale Planning Board
Municipal Building
12 Mercedes Drive
Montvale, New Jersey 07645

**RE: K. Hovnanian North Jersey Acquisitions,
L.L.C. v. The Planning Board of the Borough
Of Montvale
Docket No. BER-L-009574-11**

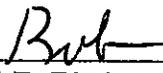
Dear Lorraine:

Kindly find enclosed herewith three original copies of the Settlement Agreement in connection with the above-captioned matter. This Settlement Agreement is consistent with the final draft which was reviewed in August of 2012 and submitted to the court in conjunction with the Fairness Hearing, which occurred on October 19, 2012. As you are aware, in a Decision dated August 30, 2013, Judge Carver approved the settlement as being fair to persons of low and moderate income.

Since the Settlement Agreement has been executed by K. Hovnanian, it should now be signed by both the Planning Board and Mayor and Council. I am enclosing herewith a resolution which would permit execution of the Agreement by the Board Chair.

Please feel free to contact me with any questions.

Very truly yours,



ROBERT T. REGAN

RTR:pnc
encls.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement" or "Agreement") made this ___ day of August, 2012 by and among K. Hovnanian North Jersey Acquisitions, L.L.C. ("Plaintiff" or "KHov") with offices at 110 Fieldcrest Avenue, Edison, New Jersey 08837 and the Planning Board of the Borough of Montvale ("Defendant" or "Planning Board") and the Borough of Montvale ("Borough" or "Montvale") (all of the foregoing are collectively referred to as the "Parties");

WHEREAS, Plaintiff is the contract purchaser of certain contiguous properties in the Borough of Montvale, Bergen County, New Jersey designated as Block 302, Lots 1 & 4 and Block 1002, Lot 7 on the Montvale Borough Tax Map (the "Site"); and

WHEREAS, Plaintiff filed a development application ("100 Unit Development Application") with the Planning Board seeking site plan approval, subdivision approval and variances for a development including 100 townhomes, including 20 units affordable to low and moderate income households; and

WHEREAS, the Planning Board had a number of concerns regarding the 100 Unit Development Application, including but not limited to the proposed access via Upper Saddle River Road and the variances requested, and the Planning Board denied the 100 Unit Development Application; and

WHEREAS, Plaintiff filed an action in the Superior Court of New Jersey, Law Division, Bergen County captioned K. Hovnanian North Jersey Acquisitions, L.L.C. vs. Planning Board of the Borough of Montvale, bearing Docket No. BER-L-009574-11 (the "Litigation") which asserted, inter-alia, that the Board wrongfully denied the 100 Unit Development Application and

by doing so violated the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the duty of fair dealing, procedural due process and 42 U.S.C. §1983; and

WHEREAS, the Parties cooperated to revise the development of the Site to address the concerns raised by the Planning Board, which are shared by the Borough, and these revisions include but are not limited to reducing the number of townhomes from 100 to 80, which reduces the traffic on Upper Saddle River Road and changing the stacked townhomes to traditional townhomes in the buildings facing neighboring properties thereby lowering the height of buildings, eliminating retaining walls, reducing the number of stories and eliminating setback variances and the impact on the surrounding community; and

WHEREAS, the Parties have agreed that a settlement of the Litigation would serve the public interest and the interest of the parties and effectuate the Borough's affordable housing obligations; and

WHEREAS, the Parties understand and agree that the Borough is not a named party in the Litigation, but must join in the Settlement Agreement to effectuate certain of its terms and specifically the Fairness Hearing; and

WHEREAS, this Agreement sets forth the terms and conditions of the aforesaid settlement of the Litigation.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which each of the Parties hereby acknowledges, the Parties agree as follows:

1. Approval of Settlement Agreement.

This Settlement Agreement is subject to approval of the Superior Court after approval by Montvale and the Planning Board.

a. Fairness Hearing. The Superior Court shall conduct a Fairness Hearing on or about October 19, 2012, or such later date as the Parties may agree to with the consent of the Court, to establish that the implementation of the terms of this Agreement will allow the Borough to satisfy its entire second round affordable housing obligations pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. The Borough shall prepare the notice (and provide Plaintiff with an opportunity to review and comment) and shall prepare and send out the notice of the hearing at least 45 days in advance of the date of the hearing, as required by statute or the Court, to those persons entitled to notice thereof and present the Settlement Agreement for the Court's consideration. The Borough shall have primary responsibility to provide testimony from the Borough Planner with respect to how the Settlement Agreement complies with the Borough's second round affordable housing obligations. If the Court does not approve the Settlement Agreement, this Agreement shall be void and have no further force and effect and the Litigation shall proceed before the Superior Court or as directed by the Court.

b. Submission of Consent Final Judgment. Upon approval of this Agreement by the Superior Court, the Parties shall submit a Consent Final Judgment to the Superior Court of New Jersey signed by the Parties, confirming approval of this Agreement and agreeing that the Litigation shall be dismissed without prejudice subject to a right of reinstatement for a period of at least six (6) months from the date of execution of such Consent Final Judgment to enable the Parties to implement the terms of this Settlement Agreement.

2. Submission of Application for Development of Property.

Provided that the Court signs the Consent Final Judgment, Plaintiff within thirty (30) days of the expiration of the appeal period relative to entry of the Consent Final Judgment, with

no appeal having been filed, shall submit its application for development (“Application for Development”) to the Planning Board to obtain the municipal approvals necessary to develop the Property in substantial conformance with the concept plan attached as Exhibit A. This Application for Development will include preliminary and final site plan, preliminary and final subdivision (this may be waived if Plaintiff elects to merge existing Lots 4 and 1 and not change the boundaries of existing Lot 7), bulk variances as shown on the existing site plan as modified by the Application for Development and a variance from providing a 20% set aside for low and moderate income homes in the AH-6 Zone (if required since no percentage set aside is mandated in the AH-6 Zone) and a soil movement permit.

a. The Application for Development shall provide for the development and construction on the Property of 80 homes (reduced from 100 homes.) The product mix shall consist of 60 stacked townhomes (as shown on the contested site plan) and 20 traditional townhomes (as generally shown on Exhibit A).

b. Of the 60 stacked townhomes, 6 will be low and moderate income units (reduced from 20 low and moderate income homes in the contested site plan), consistent with the bedroom and income distribution requirements of the Fair Housing Act and its implementing regulations.¹ The affordable units will be distributed between two buildings, which have tentatively been identified as buildings 7 and 8. Such buildings will then have 11 homes in a building which will require a variance.

c. A variance if and to the extent required will be requested to permit less than a 20% set aside for low and moderate income units pursuant to N.J.S.A. 40:55D-70(c) and/or N.J.S.A. 40:55D-70(d).

¹ The low and moderate income homes will include (i) One-one bedroom (ii) Three-two bedroom units; and (iii) Two-3-three-bedroom units in accordance with the applicable regulations governing income and sales price

- d. The stacked townhomes will be the same building type as in the contested site plan.
- e. The traditional townhome shall be as generally shown in the Concept Plan attached as Exhibit A. The townhomes will comply with the applicable height requirements of the zone. The buildings will have decks off of the first residential floor in the rear of the building.
- f. The traditional townhomes shall be located around the perimeter of the Property facing Upper Saddle River Road and Serrell Drive (Buildings 1, 2, 3, 4 & 9). Since the traditional townhomes are not as deep as the stacked townhomes, the variances previously required for intrusion in the front yard setback along Upper Saddle River Road are no longer required.
- g. A new variance for the length of the driveway for the townhomes will be required since 30 feet is required in the AH Zone and 25+/- feet will be provided (which is in accordance with the RSIS). Once final grading is done, it is possible that the end unit in buildings 5 & 7 by Road A will have a driveway length which is somewhat less than 30 feet.
- h. Some of the parking spaces along Road A in the buffer zone will be "land banked" - the number and location to be agreed upon by the Parties.
- i. The foundation in the rear of the traditional townhomes will not be left as exposed concrete (except for approximately the initial 1 to 2 feet) and shall have, at Plaintiff's discretion, vinyl siding or a stucco application which matches the façade of the portion of the building above it.
- j. The retaining wall along Serrell Drive will be reduced from 15+/- feet to 7+/- feet at its highest (by the corner of Serrell Drive and Upper Saddle River Road). The retaining wall in front of buildings 2 and 3 is proposed to be eliminated.

k. The main access road and the emergency access road will be from Upper Saddle River Road. No access will be provided from Summit Avenue.

l. KHov will widen Upper Saddle River Road by approximately 1 to 3 feet to create a 24 feet cart way. The widening will be done along the Site frontage. KHov will resurface Upper Saddle River Road with a 2 inch overlay from the western edge of the Site to the Garden State Parkway.

m. KHov will pay up to \$200,000 to the Borough towards the cost of improvements to Upper Saddle River Road upon presentation of invoices. There will be no other off-site or off-tract contributions to the municipality.

n. The Planning Board will provide special hearings on the Application for Development so as to complete the hearing and adopt a resolution within seventy five (75) days from the date that Plaintiff submits the Application for Development.

o. Plaintiff and Defendant will continue to meet at Site Plan Workshops to review plans.

p. KHov will postpone the hearing before the Bergen County Construction Board of Appeals on its objection to the Board's consultant fees. Upon final unappealable approval of the Application for Development, KHov will withdraw its objection with prejudice.

q. There will be no additional application fees. There will be a Twenty Five Thousand (\$25,000) Dollar cap on review fees for all professionals working on behalf of the Defendant and Montvale in connection with the Application for Development through the signing of the Developer's Agreement.

3. **Disposition of Litigation.**

a. In the event that a third party challenges the Settlement Agreement in the Fairness Hearing, or moves to intervene for the purposes of challenging the Consent Order, the Borough will defend the Settlement Agreement. The Borough represents to Plaintiff, that with the low and moderate income housing units included in the Settlement Agreement, the Borough has met its second round obligations under the New Jersey Fair Housing Act. In the event that the Court does not uphold the Settlement Agreement, either party may elect to withdraw from the Settlement Agreement and the Litigation will be reinstated. The Parties will before withdrawing from the Settlement Agreement, discuss the matter to see if they can reach a mutually acceptable plan for moving forward.

b. In the event that the Development Approvals are not approved by the Planning Board or contain provisions or conditions, which are not consistent with this Agreement, Plaintiff may (i) apply to the Superior Court for an expedited hearing to review the Planning Board's determination or (ii) terminate this Agreement in which event this Agreement shall be null and of no force and effect and the Litigation shall be reinstated. In the event the Superior Court upholds the determination of the Planning Board Plaintiff shall have the right to terminate this Agreement and upon such termination, this Agreement shall be null and void and the Litigation shall be reinstated.

c. If there is a third party appeal of the grant of the Development Approvals based upon the affordable housing set aside and/or the need for a variance from the AH-6 Zone Requirements, upon KHov's request, the Board and the Borough will introduce an amendment to the Borough's Housing Element and Fair Share Plan (and any necessary Master Plan element(s)) and the Borough's governing body will introduce an ordinance amendment to create an overlay zone permitting the development as proposed by this Settlement Agreement. Plaintiff at its sole

option will defend the grant of the Development Approvals and the Defendant will cooperate in the defense. In such event, Plaintiff shall not have the right to declare the Agreement null and void and reinstate the Litigation. All time periods in this Agreement shall be tolled during the pendency of such litigation.

d. The Superior Court shall retain jurisdiction of this matter to ensure the performance of the Parties. In the event that Defendant and Montvale do not comply with their obligations in this Agreement, Plaintiff shall have the right to apply to the Superior Court for specific performance of the Defendant's obligations in this Agreement.

4. **Reinstatement of Litigation.**

If the Litigation is reinstated pursuant to any of the provisions of this Agreement or for any other reason, this Agreement shall not be used as evidence against any Party to this Agreement in the Litigation or in any other proceeding or forum.

5. **Modification/Entire Agreement.**

This Settlement Agreement may be modified or amended only by written instrument duly signed by each of the Parties or their respective successors or assigns. This document contains the entire agreement of the Parties and fully supersedes any and all prior agreement or understandings between the Parties hereto pertaining to the subject matter of this Settlement Agreement.

6 **Controlling Law.**

This Settlement Agreement shall be construed in accordance with the laws of the State of New Jersey.

7. **Construction.**

The Agreement has been negotiated equally among the Parties and shall be construed and interpreted without regard to any canon, rule, law, custom or statute providing for interpretation against the draftsman.

8. **Void or Unenforceable Provisions.**

If the Court refuses to incorporate this Agreement into a Final Judgment or if any provision of this Agreement is held by any court to be invalid, void or unenforceable, the Parties shall attempt to modify this Agreement. If they are unable to do so within 30 days, the Parties may by written notice terminate this Agreement and reinstate the Litigation.

9. **Successors and Assigns.**

This Settlement Agreement shall bind and insure to the benefit of the respective successors and assigns of the parties hereto.

10. **Further Assurances.**

The parties shall cooperate and conduct themselves in good faith in order to effectuate the terms and objectives of this Agreement. After the execution hereof, the Parties shall, whenever requested by any other party, execute such further instruments as permitted by law, as the party or other counsel may reasonably require to confirm, assure or validate any of the transactions contemplated by this Settlement Agreement.

11. **Notice of Lawsuits.**

The Parties agree to provide each other with immediate notice of any lawsuits, actions or governmental declarations threatened or pending of which they are actually aware which may affect the provisions of this Agreement or implementation thereof.

12. **No Waiver.**

The failure by any Party to object or take any affirmative action with respect to any conduct of the other Parties which is in violation of this Agreement shall not constitute, nor be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

13. **Captions.**

All paragraph, subparagraph and section headings used herein are included for convenience of reference purposes only and shall be accorded no consideration in the interpretation of the provisions, terms and conditions of this Agreement.

14. **Effective Date of Agreement.**

The effective date of this Agreement shall be the date of the last signature of the parties hereto, and it shall be set forth in the beginning of this Agreement.

15. **Enforceability.**

The terms of this Agreement, including specific performance of the Parties obligations hereunder, may be enforced by commencement of an action in the Superior Court of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement or caused this Settlement Agreement to be executed as of the date first written above.

K. HOVNIANIAN NORTH JERSEY ACQUISITIONS, LLC

By: Bony McCann
Bony McCann, Division President

BOROUGH OF MONTVALE

By: _____

PLANNING BOARD OF THE BOROUGH OF MONTVALE

By: [Signature]

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, N.J., that the following bills, having been referred to the Borough Council and found correct, be and the same hereby be paid:

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$2,789,978.79	Bill List Wire 10/8/13
	<u>347,273.88</u>	Wires/Manual Checks
Current TOTAL	3,137,252.67	
Escrow - Trust	76,694.00	Bill List Wire 10/8/13
Open Space Fund	21,137.68	Bill List Wire 10/8/13
Engineering Trust	2,985.00	Bill List Wire 10/8/13
Dog Trust	117.60	Bill List Wire 10/8/13
Housing Trust	3,742.50	Bill List Wire 10/8/13

This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 10/8/13

Introduced by: _____

Approved: 10/8/13

Seconded by: _____

Roger Fyfe, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
October 8, 2013

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		9/25/13	Payroll Account	134,478.35
WIRE		9/25/13	Salary Account	77,559.18
WIRE		9/25/13	FSA Account	335.00
8284	13-01334	9/25/13	United Water	130,000.00
8285	13-01335	9/25/13	United Water	<u>4,901.35</u>
Total				<u>347,273.88</u>

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
00069 SPORTSMITH	13-01328	09/13/13	Sr Center Gym Treadmill Parts									
			1 Sr Center Gym Treadmill Parts	435.35	3-01-27-791-156	B EXERCISE ROOM EQUIPMENT	R	09/13/13	10/02/13		661936	N
			Vendor Total:	435.35								
00071 UNITED WATER NEW JERSEY	13-01399	09/30/13	3825412222 FIRE HYDRANTS/SEPT.									
			1 3825412222 FIRE HYDRANTS/SEPT.	15,831.32	3-01-31-834-029	B OTHER CONTRACTUAL ITEMS	R	09/30/13	10/02/13		SEPTEMBER	N
			Vendor Total:	15,831.32								
00074 DOWNES TREE SERVICE	13-01178	08/12/13	Removal of Tree Memorial Field									
			1 Removal of Tree Memorial Field	765.00	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	08/12/13	10/02/13		219686	N
			Vendor Total:	765.00								
00102 MGL PRINTING SOLUTIONS	13-01114	07/30/13	BD. OF HEALTH LICENSE ENV.									
			1 BD. OF HEALTH LICENSE ENV.	114.00	T-12-56-286-001	B RESERVE FOR DOG LICENSE	R	07/30/13	10/02/13		115354	N
			Vendor Total:	114.00								
00104 MONTVALE BOARD OF EDUCATION	13-00013	01/03/13	2013 LOCAL SCHOOL TAX									
			12 LOCAL SCHOOL TAXES /OCTOBER	1,192,844.50	3-01-55-207-000	B LOCAL SCHOOL TAXES	R	07/01/13	10/02/13		OCTOBER	N
			13 INTEREST & PRINCIPAL	207,500.00	3-01-55-207-000	B LOCAL SCHOOL TAXES	R	07/01/13	10/02/13		OCTOBER	N
				<u>1,400,344.50</u>								
			Vendor Total:	1,400,344.50								
00114 CORBI PRINTING CO. INC.	13-01287	09/05/13	Printed Case Jackets									
			1 Printed Case Jackets	177.25	3-01-42-855-023	B PRINTING & BINDING	R	09/05/13	10/02/13		130894	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00137 PASCACK VALLEY REGIONAL HS DST	13-00014	01/03/13	REGIONAL SCHOOL TAX 2013		B							
	11		REGIONAL SCHOOL TAX /OCTOBER	990,949.67	3-01-55-206-000	B REGIONAL SCHOOL TAX	R	07/01/13	10/02/13		OCTOBER	N
Vendor Total:				990,949.67								
00139 MAUREEN IAROSSI-ALWAN	13-01424	10/02/13	PETTY CASH FOR SEPTEMBER									
	1		PETTY CASH FOR SEPTEMBER	48.77	3-01-20-701-042	B EDUCATION/TRAINING/SEMINARS	R	10/02/13	10/02/13		SEPTEMBER	N
	2			39.03	3-01-20-703-125	B MAYORS EXPENSES	R	10/02/13	10/02/13		SEPTEMBER	N
	3			9.23	3-01-20-708-036	B OFFICE SUPPLIES	R	10/02/13	10/02/13		SEPTEMBER	N
	4			76.00	3-01-20-708-042	B EDUCATION/TRAINING/SEMINARS	R	10/02/13	10/02/13		SEPTEMBER	N
	5			40.49	3-01-27-785-042	B EDUCATION/TRAINING/SEMINARS	R	10/02/13	10/02/13		SEPTEMBER	N
	6			15.00	3-01-42-855-042	B EDUCATION/TRAINING/SEMINARS	R	10/02/13	10/02/13		SEPTEMBER	N
	7			15.00	3-01-41-250-042	B EDUCATION/TRAINING/SEMINARS	R	10/02/13	10/02/13		SEPTEMBER	N
				243.52								
Vendor Total:				243.52								
00159 AMADO, HERMINIO	13-01391	09/26/13	VISION 2013		B							
	2		VISION 2013	219.00	3-01-23-733-088	B VISION	R	09/26/13	10/02/13		VISION 2013	N
Vendor Total:				219.00								
00164 STATELINE FIRE & SAFETY, INC.	13-01089	07/22/13	6 SAFETY YELLOW DUTY JACKETS									
	1		6 SAFETY YELLOW DUTY JACKETS	867.00	3-01-25-752-032	B CLOTHING & UNIFORMS	R	07/22/13	10/02/13		9751	N
13-01162	08/08/13		RADIO HOLDER AND STRAP									
	1		RADIO HOLDER AND STRAP	301.50	3-01-25-752-079	B COMMUNICATION EQUIP MAINT/REPR	R	08/08/13	10/02/13		90437	N
13-01163	08/08/13		METER CALIBRATION REGULATOR									
	1		METER CALIBRATION REGULATOR	150.00	3-01-25-752-058	B OTHER EQUIPMENT & SUPPLIES	R	08/08/13	10/02/13		91011	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00578	TREASURER, STATE OF NJ DCA		Continued									
	13-01417	10/02/13	3rd Quarter State Fees - 2013`									
	1		3RD Quarter State Fees	6,367.00	3-01-55-271-016	B RESERVE FOR BOCA TRAINING FEES	R	10/02/13	10/02/13		3RD QUARTER	N
			Vendor Total:	6,417.00								
00705	APPROVED SURGICAL SUPPLIES INC											
	13-01205	08/15/13	PD OXYGEN TANKS M/R									
	1		PD OXYGEN TANKS M/R	81.00	3-01-25-745-102	B OXYGEN TANK/FIRE EXT - M & R	R	08/15/13	10/02/13		32495+32515+	N
			Vendor Total:	81.00								
00730	BOGGIA & BOGGIA, ESQS.											
	13-01307	09/10/13	ESCROW PAYMENT-A/C 21308									
	1		A&P LITIGATION-A/C 21308	1,442.00	E-08-00-213-08A	B Mtv\ Dev Assoc-MP/Ord Litigation	R	09/10/13	10/02/13		20490	N
			Vendor Total:	1,442.00								
00731	MASER CONSULTING P.A.											
	13-01102	07/26/13	IMPROVEMENTS TO MAGNOLIA AVE.		B							
	4		IMPROVEMENTS TO MAGNOLIA AVE.	3,167.50	3-01-20-715-029	B OTHER CONTRACTUAL ITEMS	R	07/26/13	10/02/13		213049	N
	13-01327	09/13/13	ESCROW PAYMENTS									
	1		AEP PARKING 2701/4	4,740.00	E-08-00-213-03A	B AEP Industries (2701/4)	R	09/13/13	10/02/13		213076	N
	2		MONTVALE PROPERTIES 1902/12	215.00	E-08-00-211-21A	B MONTVALE PROP (10 CRAIG)1902/12	R	09/13/13	10/02/13		213074	N
	3		FERRARA SUBDIVISION 1501/21	490.00	E-08-00-211-17A	B John Ferrara (78 KINDERKAMACK(1501/21)	R	09/13/13	10/02/13		213073	N
	4		O & R TOWER REPAIR 1706/19	280.00	E-08-00-212-09A	B ROCKLAND ELECTRIC-TOWER 26 (1706/19)	R	09/13/13	10/02/13		213072	N
	5		LIFETIME FITNESS 3302/2	15,282.50	E-08-00-211-02A	B LTF Real Estate Company Inc. (3302/2)	R	09/13/13	10/02/13		212985	N
	6		LIFETIME FITNESS 3302/2	9,887.50	E-08-00-211-02A	B LTF Real Estate Company Inc. (3302/2)	R	09/13/13	10/02/13		212981	N
	7		4 SEASON RINK 3301&3102/3&4/1	880.00	E-08-00-204-09A	B HOUVNANIAN 3301/3&4 4SEAS/RDG	R	09/13/13	10/02/13		213063	N
				31,775.00								
	13-01343	09/18/13	ESCROW PAYMENT MONTV.DEVEL.									
	1		MONTVALE DEVELOPMENT ASSOCIATE	33,800.00	E-08-00-213-07A	B Mtv\ Dev-Hekemian Group (2802/2&3)	R	09/18/13	10/02/13		213070	N
	13-01353	09/19/13	MASER TRUST ACCOUNTS PMTS									
	1		ABASSI 702/5	240.00	T-03-56-286-008	B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213059	N
	2		BARRY 1401/13	240.00	T-03-56-286-008	B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213056	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00731 MASER CONSULTING P.A.			Continued										
	13-01353	09/19/13	MASER TRUST ACCOUNTS PMTS				Continued						
			3 GIANNONE 1608/17	200.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213053	N
			4 ALEXANDER 1702/15	240.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213058	N
			5 L.C.DEVEL. 2509/35.01	400.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213055	N
			6 L.C.DEVEL. 2509/35.02	400.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213062	N
			7 LONGO 505/7	240.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213061	N
			8 PALFREY 505/12	200.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213060	N
			9 MONTVALE, COMMONS 1601/21	150.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213066	N
			10 ABRAMS 2601/38	200.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213057	N
			11 VOZOLLO 102/3.02	200.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213051	N
			12 WOSK 2901/5	200.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		213054	N
			13 FAVORITO 502/1	75.00	T-03-56-286-008		B TRUST - RESERVE FOR ENGINEER	R	09/19/13	10/02/13		208723	N
				<u>2,985.00</u>									
	13-01355	09/19/13	GENERAL ENGINEERING										
			1 GENERAL ENGINEERING	6,212.50	3-01-20-715-029		B OTHER CONTRACTUAL ITEMS	R	09/19/13	10/02/13		213046	N
			2 GENERAL ENGINEERING	1,265.00	3-01-20-715-029		B OTHER CONTRACTUAL ITEMS	R	09/19/13	10/02/13		213091	N
				<u>7,477.50</u>									
	13-01356	09/19/13	COAH										
			1 COAH	3,345.00	T-03-56-286-006		B TRUST - RESERVE FOR HOUSING	R	09/19/13	10/02/13		213043	N
	13-01357	09/19/13	ESCROW PAYMENT BERG.COMM.										
			1 BERGEN COMMUNITY BLOOD BANK	200.00	E-08-00-212-11A		B BERGEN COMMUNITY REG'L BLOOD CTR(2904/3)	R	09/19/13	10/02/13		213075	N
			Vendor Total:	82,750.00									
00745 WASTE MANAGEMENT OF NEW JERSEY													
	13-01248	08/27/13	Haul fee Paper										
			1 Haul fee Paper	1,400.00	3-01-26-773-131		B HAULING FEE - PAPER MARKET	R	08/27/13	10/02/13		2431954-1374-1	N
			2 Haul fee Comingle	875.00	3-01-26-773-132		B HAULING FEE - COMINGLED MARKET	R	08/27/13	10/02/13		2431954-1374-1	N
			3 Tip Fee Street sweepings	4,061.82	3-01-26-773-090		B STREET SWEEPING	R	08/27/13	10/02/13		2431954-1374-1	N
				<u>6,336.82</u>									
	13-01380	09/25/13	August CS yard waste Tipping										
			1 August CS yard waste Tip Fee	2,474.72	3-01-43-306-029		B OTHER CONTRACTUAL ITEMS	R	09/25/13	10/02/13		2433884-1374-8	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00745 WASTE MANAGEMENT OF NEW JERSEY Continued												
13-01381	09/25/13	Haul fee Paper										
1		Haul fee Paper	1,400.00	3-01-43-306-029	B OTHER CONTRACTUAL ITEMS	R	09/25/13	10/02/13			2434211-1374-3	N
2		Haul fee comingle	350.00	3-01-43-306-029	B OTHER CONTRACTUAL ITEMS	R	09/25/13	10/02/13			2434211-1374-3	N
3		Tip fee concrete	651.28	3-01-43-306-029	B OTHER CONTRACTUAL ITEMS	R	09/25/13	10/02/13			2434211-1374-3	N
4		Sweepings	933.50	3-01-43-306-029	B OTHER CONTRACTUAL ITEMS	R	09/25/13	10/02/13			2434211-1374-3	N
			<u>3,334.78</u>									
13-01387	09/25/13	July Curb side yard waste										
1		July Curb side yard waste	1,795.48	3-01-43-306-029	B OTHER CONTRACTUAL ITEMS	R	09/25/13	10/02/13			2431988-1374-9	N
		Vendor Total:	13,941.80									
00805 STATE OF NJ DEPT. OF LABOR												
13-01251	08/27/13	INSPECTION FEE BOILER CHEST.RD										
1		STATE INSPECTION FEE BOILER	80.00	3-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	08/27/13	10/02/13			60104	N
		Vendor Total:	80.00									
00859 DELUXE INTERNATIONAL TRUCKS												
13-01218	08/20/13	Truck #3 No Start issue										
1		Truck #3 No Start issue	873.86	3-01-26-767-025	B VEHICLE MAINTENANCE - DPW	R	08/20/13	10/02/13			62515	N
13-01247	08/27/13	Starter motor #6										
1		Starter motor #6	331.29	3-01-26-767-025	B VEHICLE MAINTENANCE - DPW	R	08/27/13	10/02/13			443805	N
13-01252	08/27/13	AIR TANKS W./HARDWARE										
1		PRIMARY AND SECONDARY	636.45	3-01-26-767-025	B VEHICLE MAINTENANCE - DPW	R	08/27/13	10/02/13			444835	N
		Vendor Total:	1,841.60									
01062 PHILLIPS PREISS GRYGIEL LLC												
13-01285	09/05/13	ESCROW PAYMENT DEPIERO										
1		DEPIERO SITE PLAN 2802/2	8,186.50	E-08-00-213-07A	B Mtv1 Dev-Hekemian Group (2802/2&3)	R	09/05/13	10/02/13			17469	N
13-01310	09/10/13	SCHOOL NO.2 1606/6										
1		SCHOOL NO.2 1606/6	60.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	09/10/13	10/02/13			15357	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
01161 REVEL											
	13-01416	10/02/13	njlm CONVENTION								
	1		NJLM CONVENTION 2013	636.00	3-01-20-703-042	R	10/02/13	10/02/13		NJLM CONVENT.13	N
	2		Don Boman	954.00	3-01-25-745-042	R	10/02/13	10/02/13		NJLM CONVENT.13	N
	3		Reservation 23353	159.00	3-01-27-785-042	R	10/02/13	10/02/13		NJLM CONVENT.13	N
	4		L. Hutter	636.00	3-01-21-720-042	R	10/02/13	10/02/13		NJLM CONVENT.13	N
	5		F. Scordo	636.00	3-01-20-708-042	R	10/02/13	10/02/13		NJLM CONVENT.13	N
	6		M. Iarossi Alwan	477.00	3-01-20-701-042	R	10/02/13	10/02/13		NJLM CONVENT.13	N
				<u>3,498.00</u>							
			Vendor Total:	3,498.00							
01296 AIELLO, ERIC											
	13-01400	09/30/13	ESCROW REFUND								
	1		ESCROW REFUND	17.50	E-08-00-210-22A	R	09/30/13	10/02/13		ESCROW REF.	N
			Vendor Total:	17.50							
01353 SMART SOURCE											
	13-01227	08/21/13	WINDOW ENVELOPES								
	1		3000 WINDOW ENVELOPES	151.50	3-01-20-701-036	R	08/21/13	10/02/13		0418978	N
	2		REGULAR ENVELOPES	136.50	3-01-20-701-036	R	08/21/13	10/02/13		0418978	N
				<u>288.00</u>							
			Vendor Total:	288.00							
01360 SITA CONSTRUCTION CO., INC.											
	13-01022	07/10/13	MEMORIAL/LATRENTA SPT.COURT IM		B						
	3		FINAL PAYMENT	20,372.68	T-14-56-286-001	R	07/10/13	10/02/13		FINAL PAYMENT	N
			Vendor Total:	20,372.68							
02056 LERCH, VINCI & HIGGINS, LLP											
	13-01332	09/16/13	REIEW OF THE LENGTH SVS 2012								
	1		REVEIW OF THE LENGTH OF	1,700.00	2-01-39-250-029	R	09/16/13	10/02/13		23926	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
02056 LERCH, VINCI & HIGGINS, LLP			Continued									
13-01333	09/16/13	MANAGEMENT ADVISORY SVS	8/31/1									
1		MANAGEMENT ADVISORY SERVICES	495.00	3-01-20-705-151	B FINANCIAL SERVICES	R	09/16/13	10/02/13		23927		N
Vendor Total:				2,195.00								
02426 VERIZON WIRELESS												
13-01354	09/19/13	423308956 VERIZON WIRELESS										
1		423308956 VERIZON WIRELESS	1,059.19	3-01-31-827-076	B TELEPHONE CHARGES	R	09/19/13	10/02/13		9711334983		N
13-01414	10/01/13	982182917 VERIZON WIRELESS										
1		982182917 VERIZON WIRELESS	482.14	3-01-31-827-076	B TELEPHONE CHARGES	R	10/01/13	10/02/13		9711908629		N
13-01420	10/02/13	PD BROADBAND CHARGES										
1		PD BROADBAND CHARGES	202.04	3-01-31-827-076	B TELEPHONE CHARGES	R	10/02/13	10/02/13		9711730174		N
Vendor Total:				1,743.37								
02757 TYCO ANIMAL CONTROL SERVICES												
13-00078	01/09/13	ANIMAL CONTROL - 2013			B							
12		ANIMAL CONTROL / SEPTEMBER	750.00	3-01-27-788-029	B OTHER CONTRACTUAL ITEMS	R	04/10/13	10/02/13		SEPTEMBER		N
13		EMERGENCY RESPONSE	60.00	3-01-27-788-029	B OTHER CONTRACTUAL ITEMS	R	04/10/13	10/02/13		SEPTEMBER		N
				810.00								
Vendor Total:				810.00								
02864 OLD HOOK MEDICAL ASSOC., LLC												
13-01361	09/20/13	MEDICAL EXAM FIRE DEPT.										
1		MEDICAL EXAM FIRE DEPT.	225.00	3-01-25-752-093	B MEDICAL EXAMS/TESTING	R	09/20/13	10/02/13		152985733		N
Vendor Total:				225.00								
03060 TRI-STATE TECHNICAL SERVICES												
13-01412	10/01/13	SETUP 2 PC'S & MOVED SERVER										
1		SETUP CONSTRUCTION PC	187.50	3-01-22-725-059	B COMPUTER EQUIPMENT & SUPPL	R	10/01/13	10/02/13		15973		N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/void Date	Invoice	1099 Excl
03060 TRI-STATE TECHNICAL SERVICES			Continued											
	13-01412	10/01/13	SETUP 2 PC'S & MOVED SERVER	Continued										
			2 SETUP ADMINSTR.PC & MOVED SRV.			262.50	3-01-20-701-059	B COMPUTER EQUIPMENT S/W & SUPPL	R	10/01/13	10/02/13		15973	N
						450.00								
			Vendor Total:			450.00								
03117 CHIEF SUPPLY CORPORATION														
	13-01130	07/31/13	PD M3 GUN LIGHT											
			1 PD M3 GUN LIGHT			444.94	3-01-25-745-100	B AMMUNITION/ARMAMENTS	R	07/31/13	10/02/13		304648	N
			Vendor Total:			444.94								
03302 CULLEN, CATHERINE														
	13-01406	10/01/13	POMCA Travel 9-30-13											
			1 POMCA Travel 9-30-13			31.69	3-01-42-855-045	B TRAVEL	R	10/01/13	10/02/13		TRVL EXP.	N
			2 POMCA Travel 9-30-13			31.70	3-01-41-250-045	B TRAVEL	R	10/01/13	10/02/13		TRVL EXP.	N
						63.39								
			Vendor Total:			63.39								
03615 FRASCIELLO, MARLY														
	13-01405	10/01/13	PETTY CASH											
			1 TEN BROECK NEW EQUIPMENT			53.59	3-01-25-745-259	B TEN BROECK, DAVID - CLOTHING	R	10/01/13	10/02/13		PETTY CASH PD	N
			2 VAN DALINDA NEW EQUIPMENT			43.98	3-01-25-745-273	B VANDALINDA, RYAN - CLOTHING	R	10/01/13	10/02/13		PETTY CASH PD	N
						97.57								
			Vendor Total:			97.57								
03704 ALLEN TERMITE & PEST CONTR.INC														
	13-00204	01/31/13	PEST CONTROL 2013		B									
			9 PEST CONTROL 2013 / AUGUST			195.00	3-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	01/31/13	10/02/13		AUGUST	N
			Vendor Total:			195.00								
03727 STAPLES ADVANTAGE														
	13-01271	08/30/13	OFFICE SUPPLIES											
			1 ADDRESS LABELS FOR MAILING			11.50	3-01-20-701-036	B OFFICE SUPPLIES	R	08/30/13	10/02/13		3208160735+36	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
03727 STAPLES ADVANTAGE											
	13-01271	08/30/13	OFFICE SUPPLIES								
			Continued								
	2		TOUCH LABELS	17.07	3-01-20-701-036	R	08/30/13	10/02/13		3208160735+36	N
	3		ADHESIVE TAPE	27.49	3-01-20-701-036	R	08/30/13	10/02/13		3208160735+36	N
	4		FINGERTIPS MOISTENER	3.96	3-01-20-701-036	R	08/30/13	10/02/13		3208160735+36	N
	5		DAB AND SEAL	2.02	3-01-20-701-036	R	08/30/13	10/02/13		3208160735+36	N
	6		CASCADE	10.32	3-01-20-701-036	R	08/30/13	10/02/13		3208160735+36	N
	7		TAPE REFILL	24.69	3-01-20-701-036	R	08/30/13	10/02/13		3208160735+36	N
	8		BANDAGES	3.64	3-01-20-701-036	R	08/30/13	10/02/13		3208160735+36	N
	9		ALEVE	23.74	3-01-20-701-036	R	08/30/13	10/02/13		3208160735+36	N
	10		PICTURE HANGERS	6.14	3-01-20-701-036	R	08/30/13	10/02/13		3208160735+36	N
	11		REFIL STRIPS	4.00	3-01-20-701-036	R	08/30/13	10/02/13		3208160735+36	N
				134.57							
			Vendor Total:	134.57							

Total Purchase Orders: 74 Total P.O. Line Items: 145 Total List Amount: 2,894,655.57 Total Void Amount: 0.00

Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total
CURRENT FUND 2012 BUDGET	2-01	1,700.00	0.00	1,700.00	0.00
CURRENT FUND 2013 BUDGET	3-01	2,788,278.79	0.00	2,788,278.79	0.00
BANK OF AMERICA ESCROW ACCOUNT	E-08	76,694.00	0.00	76,694.00	0.00
OTHER TRUST ACCOUNT	T-03	6,727.50	0.00	6,727.50	0.00
DOG TRUST ACCOUNT	T-12	117.60	0.00	117.60	0.00
OPEN SPACE TRUST ACCT	T-14	<u>21,137.68</u>	<u>0.00</u>	<u>21,137.68</u>	<u>0.00</u>
Year Total:		27,982.78	0.00	27,982.78	0.00
Total of All Funds:		<u>2,894,655.57</u>	<u>0.00</u>	<u>2,894,655.57</u>	<u>0.00</u>

10/1/13

To the mayor and members of the council-

My name is Stacey Pinkwater, and Kristen Driver and I are this year's co-chairs for the Memorial PTO Trunk-or-Treat. To those that are not familiar, a trunk- or- treat is a safe and fun way to celebrate Halloween. Families park their cars together and open their trunks so that our little ones can walk from trunk to trunk to look at the decorations and receive candy and treats. This event provides a controlled safe family environment for tricker -treaters of all ages. We would like to use the north end of memorial drive by the swim club with the barricaded area moving south based on the number of participants. We would like to hold the event on Oct 27th from 2-4pm, with gates opening at 1pm for set up and closing promptly at 2pm so that the children can freely roam. No cars will be allowed to come or go from 2-4pm for safety purposes. This event has also been a big fundraiser for our school in the past, and based on the enthusiasm of the community, we know that it will be a success again this year. Thank you all in advance for your consideration and we look forward to hearing from you soon.

Best-

Stacey Pinkwater

12 Mercedes Drive
Montvale, NJ 07645
201-391-5732 X 222
Fax: 201-391-1312
Cynthia Petersen
Technical Assistant

**BOROUGH OF
MONTVALE
Construction Dept.**

Memo

To: Mayor and Council
From: Cynthia Petersen
CC: Maureen Iarossi-Alwan
Date: October 2, 2013
Re: NJLM Conference

Dear Mayor and Council Members:

I would like to respectfully request permission to attend the 2013 NJLM Conference in Atlantic City on Monday November 18th and Tuesday November 19th. The last class is finished about 4:30 – 5pm on Tuesday. I will return home that evening and be back to work on Wednesday.

The State Registrar will be holding several seminars. By attending all of these seminars, I will receive 6 CEU credits for my Registrar license. The fee for attending these seminars is \$49.00; I have attached all of the paperwork for your review.

Thank you for your consideration.



Cynthia Petersen

**REGISTRAR'S ASSOCIATION OF NEW JERSEY
MEETING NOTICE FOR 2013**

**TUESDAY, NOVEMBER 19TH, 2013 at
BALLY'S Park Place and the Boardwalk, 1900 Pacific Ave., Atlantic City, N.J. 08401**

The Annual Business Meeting and Re-Certification Credit Seminars of the Registrar's Association will be held in conjunction with the New Jersey State League of Municipalities.

Agenda:

- 8:00 AM Registration and Breakfast - Ocean Ballroom A – Bally's Hotel
- 9:00 AM Association Business Meeting - Ocean Ballroom B – Bally's Hotel
Course number: F13004 – Course credit: 1
- 10:00 AM Homeland Security Forensic Laboratory - Ocean Ballroom B – Bally's Hotel
Course number: F13001 - Course credits: 2
Presenters: Assistant Special Agent Tim Mahony from the Department of Homeland Security and Agent Ali Kamaluddin
Description: Assistant Special Agent Tim Mahony from the Department of Homeland Security, Investigations unit specializes in ID Fraud. He will be bringing Agent Kamaluddin Ali from the Homeland Security Investigations ID Lab in Virginia to make the presentation on defining what to look for in ID's for legitimate purposes versus fraudulent ID's. The Homeland Security Forensic Laboratory will present a two hour overview of travel and identity documents that can be used as supporting documents to obtain U.S. vital records. These documents include U.S. Passports, visas, certificates of naturalization and permanent resident and employment authorization cards. Questions and answers section to follow after presentation.
- 12:15 PM Buffet Lunch - Ocean Ballroom A – Bally's Hotel
- Afternoon classes at Convention Center - One Convention Boulevard, Atlantic City, NJ 08401**
- 2:00 PM Good Records Management - The Bridge Over Troubled Waters - Room 421 – Con. Center
Course number: F13002 - Course credits: 1.5
Presenter: Argean T.P. Cook, Imaging Certification Coordinator/ Records Analyst, Department of Treasury
Description: Disaster: Before - Identify and protect your essential records, During: What is the disaster, After - Recovery resources and information; Retention/Disposal: Retention Schedule, Artemis, Damaged Records; Technology: Scanned Images, Born Digital, Migration
- 3:30 PM Legal Name Change - Room 417 – Convention Center
Course number: F13003 - Course credits: 1.5
Presenter: Honorable Al Rivas
Description: The Honorable Judge Al Rivas will be presenting the process of a legal name change for Families as well as Adoptions for children. He will discuss the different protocols of making a legal name change from start to finish. Judge Rivas is a Judge in the Middlesex County Family Court Division.